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P.O. Box 770
Bluefield, WV 24701



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OFFICE OF THE
EXECUTIVE SECRETARY

May 31, 2001

Mr. K. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

RE: Interconnection Agreement between CTC-TN and Sprint Spectrum

Dear David:

01-00488

Enclosed are an original and 14 copies of an agreement for TRA approval of an interconnection and traffic interchange agreement between Citizens Telecommunications Company of Tennessee, LLC and Sprint Spectrum L.P.

A check in the amount of fifty dollars (\$50.00) is enclosed to cover the filing fee. Please stamp as received the receipt copy and return in it in the enclosed envelope.

Call me if you have any questions at 304.325.1216.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Michael Swatts".

J. Michael Swatts
State Government Affairs Director - South

Attachments

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
FOR COMMERCIAL MOBILE RADIO SERVICE**

Between

**Citizens Telecommunications Company
of Tennessee, LLC**

and

Sprint Spectrum L.P.

Dated: February 13, 2001

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
CELLULAR AND OTHER 2-WAY MOBILE RADIO SERVICES**

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ATTACHMENT 1 – CONTACT LIST

SERVICE ATTACHMENTS

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
CELLULAR AND OTHER 2-WAY MOBILE RADIO SERVICES**

THIS AGREEMENT is made by and between Citizens Telecommunications Company of Tennessee, LLC, a Delaware corporation, with offices at 5600 Headquarters Drive, Plano, TX 75024 (referred to as "Citizens"), and Sprint Spectrum L.P. a Delaware limited partnership, as agent and General Partner for WirelessCO, L.P., a Delaware Limited partnership, and SprintCom, Inc., a Kansas Corporation, all foregoing entities jointly d/b/a Sprint PCS, with offices at 6160 Sprint Parkway, Overland Park, Kansas 66251 (referred to as Sprint PCS or "Carrier"). Carrier and Citizens may also be referred to herein collectively as the "Parties" and singularly as a "Party".

WITNESSETH:

Citizens is a local exchange telecommunications company authorized to provide telecommunications services in the state identified in the Attachment(s); and

Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service in the state identified in the Attachment(s); and

Whereas, the Parties desire to exchange traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon points of interconnection; and

Whereas, the Parties wish to enter into an agreement to establish reciprocal compensation and, when required, direct network interconnection for the exchange of traffic between their respective telecommunications networks on terms that are fair and equitable to both Parties;

NOW therefore, In consideration of their mutual agreements and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Citizens and Carrier agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

ACCESS TANDEM—Citizens' switching system that provides a traffic concentration and distribution function for traffic originating from or terminating to end offices in the access area.

AUTHORIZED SERVICES—Those CMRS services that the Carrier may now or hereafter lawfully provide.

CARRIER'S SYSTEM—The communications network of Carrier.

CENTRAL OFFICE PREFIX (NXX Code) -- The first three digits of the seven digit directory number and associated block of 10,000 numbers for use in accordance with the North American Dialing Plan.

CITIZENS' SYSTEM—The communications network of Citizens.

CONNECTING FACILITY—A means for providing transport facilities between the POI and the terminating Party's switching facilities.

END OFFICE—The Citizens central office trunking/switching entity where telephone loops are terminated for purposes of interconnection to each other and to the network.

JURISDICTIONAL PERCENTAGES—Factors that define the reciprocal compensation obligations of Citizens and Carrier. Those factors are as follows:

Percentage Local Usage - Originating Direction ("PLU-Originating") is the amount of traffic within the Local Calling Scope in the Originating Direction (land-to-mobile).

Percentage Local Usage-Terminating Direction ("PLU-Terminating") is the amount of traffic within the Local Calling Scope in the Terminating Direction (mobile-to-land).

LOCAL TRAFFIC means Telecommunications traffic originating and terminating within the MTA in which Carrier provides CMRS services. Local interconnection rates apply. This definition of Local Traffic does not affect the right of either party to bill its own end users its own charges for any such call, and is applicable only to the payment of reciprocal transport and termination compensation for the exchange of traffic between them.

MAJOR TRADING AREA—"Major Trading Area (MTA)" is a geographic area defined and used by the FCC in defining license boundaries for CMRS providers in Section 24.202(a) of the Rules of the Federal Communications Commission.

MOBILE SWITCHING CENTER (MSC) – An MSC is a switching facility that is an essential element of the CMRS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

ORIGINATING DIRECTION—Calls from landline customers to Carrier's premises. Also referred to as land-to-mobile.

POINT OF INTERCONNECTION (POI) or POINT OF CONNECTION (POC) — means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection.

SERVICE AREA—Service Area is defined as the geographic area in which Carrier is authorized by the FCC to provide services.

TERMINATING DIRECTION—Calls from Carrier's premises to landline customers. Also referred to as mobile-to-land.

TYPE 1 INTERCONNECTION—The connection between Carrier's system and a Citizens end office. Type 1 interconnections provide the same access that is available to Citizens end-users, e.g., access to Citizens' directory assistance, operator services, 911/E-911, intra- and interLATA calling, Service Area Codes (e.g., 800, 900), interexchange carrier codes (e.g., 950, 10XXX), and international calling.

TYPE 2A INTERCONNECTION—The connection between Carrier's System and a Citizens access tandem switch. Type 2A interconnection may be used to access valid NXX codes in end offices subtending the tandem.

TYPE 2B INTERCONNECTION—A high-usage connection between Carrier's system and a Citizens' end office subtending a Citizens' tandem.

WIRELESS CARRIER (Carrier) -- Telecommunications common carrier authorized by the Federal Communications Commission (FCC) under 47 C.F.R. Part 24 which utilizes radio as the principal means of connecting its end-user subscribers with the Public Switched Telephone Network.

SECTION 2. INTERCONNECTION

2.1 Subject to the applicable interconnection rules and regulations, Citizens will provide to Carrier, upon request, those facilities and arrangements described herein and in the Attachments hereto which are necessary to establish the physical interconnection and mutual exchange of traffic provided for herein and other facilities Carrier may require for operation of its system.

2.2 All interchanged traffic will be handled only over interconnecting facilities as described herein. The type of interconnections offered under this Agreement are designated as Type 1, Type 2A, and Type 2B, as defined in Section 1.

2.3 Carrier may request activation/addition of new locations under the terms and conditions of this Agreement at any time within the contracted period by submitting a Request for Interconnection to Citizens' Interconnection organization— A Service Attachment for each new interconnection location shall be requested by the Parties affixed to this Agreement, and thereby being made a wholly part and subject to this Agreement.

2.4 Carrier agrees to order the appropriate services and facilities required to provision the desired interconnections. Industry standard Access Service Request (ASR) and/or Local Service Request (LSR) forms will be used to order service(s) from Company. When required, additional information can be provided in the remarks field of the form(s), or in a separate letter of explanation.

2.5 The terms and conditions of this Agreement will prevail over any other terms and conditions contained on Carrier's purchase order for services provided under this Agreement.

2.6 At Carrier's request, Citizens and Carrier will physically interconnect their facilities at Citizens' office or another mutually agreed to POC, and interchange traffic originating and/or terminating on Carrier's System in connection with Carrier's Authorized Services; such interconnection will be in accordance with the service, operating and facility arrangements set forth hereinafter.

2.7 Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the Sprint PCS brand name and license. Traffic originating on such extended networks shall be treated as Sprint PCS traffic under the terms and conditions of this Agreement.

SECTION 3. USE OF FACILITIES AND SERVICES

3.1 The interconnecting facilities will be used only for the handling of interchanged traffic originating or terminating on Carrier's System in connection with Carrier's Authorized Services. The delivery of Local Traffic between the Parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The Parties agree that the exchange of traffic on Citizen's interLATA EAS routes shall be considered as Local Traffic and Compensation for the termination of such traffic shall be pursuant to the reciprocal compensation terms of this Agreement. An NXX assigned to Sprint PCS shall be included in any extended area calling service, optional calling scope, or similar program to the same extent as any other NXX in the same rating center. Citizen's will, unless notified to the contrary, pass transit traffic to/from Sprint PCS and third parties subtending Citizen's tandem. Nothing in this provision shall prohibit either party from establishing other arrangements for this transit traffic with third party(s) from/to whose network such traffic ultimately originates or terminates. This agreement does not include traffic of Sprint PCS end user customers to which Sprint PCS may provide service on a landline basis. Such facilities may, however, be used occasionally or incidentally for incoming calls concerning administrative matters related to Carrier's Authorized Services. This Agreement is applicable only to Citizens' serving areas, within Carrier's MTA.

3.2 Connecting circuits, facilities and arrangements provided pursuant to this Agreement will not be used, switched or otherwise connected together by Carrier for the provision of through calling from a landline telephone to another landline telephone. The only exception is when Carrier's end-user "call forwards" to a landline telephone.

3.3 Connecting circuits, facilities and arrangements provided to Carrier by Citizens will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.

3.4 When needed and upon request by Carrier, special construction will be undertaken in accordance with the applicable Citizens' tariff or as mutually negotiated by the Parties.

3.5 When the Parties interconnect their networks indirectly, via a third LEC's tandem, the Parties agree that the mutual exchange of Local Traffic will be done on a "bill-and-keep" basis between the Parties for the transport and termination of this traffic. The compensation arrangement for indirect interconnection shall be subject to renegotiation on the written request of either Party. Neither Party shall deliver 1) traffic destined to terminate at the other Party's end office via another LEC's end office, or 2) traffic destined to terminate at an end office subtending the other Party's tandem via another LEC's tandem.

3.6 The Party assigned an NXX code will provide supervisory tones or voice announcements to the calling party on all calls, consistent with generally accepted industry practices.

3.7 Citizens and Carrier each may make reasonable tests and inspections of its facilities and may, upon notice and coordination with the other, temporarily interrupt the facilities being tested or inspected, so long as impairment or restriction of the operation of facilities is minimized. When cooperative testing is requested by either Party, such testing will be done in accordance with this Section 3.

3.8 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement will not interfere with or impair service over any facilities of either Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, invade the privacy of any communications carried over either Party's facilities or create hazards to the employees of any of them or to the public.

3.9 If such characteristics or methods of operation are not in accordance with 3.8, preceding, the affected Party will, unless an emergency occurs, notify the defaulting Party that temporary discontinuance of the use of any circuit, facility or equipment may be required. If such an emergency occurs, the affected Party may temporarily discontinue the use of a circuit, facility or equipment. In case of such temporary discontinuance, the defaulting Party will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance allowance for interruption of service as set forth in Section 5, is not applicable.

3.10 The physical connection of facilities and interchange of traffic hereunder may be temporarily discontinued by either Party upon thirty (30) calendar days' notice to the other for repeated or willful violation of or a refusal to comply with this Section 3 or Section 2.2.

3.11 Carrier will be solely responsible, at its expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of Citizens, minimum network protection criteria, operating or maintenance characteristics of the facilities.

3.12 Customers of Carrier will be instructed to report all cases of trouble to Carrier. In order to facilitate trouble reporting and to coordinate the repair of service provided to Carrier by Citizens under this Agreement, Citizens will designate a Trouble Reporting Control Office (TRCO) for use by Carrier.

3.12.1 Where new facilities, services and arrangements are installed, the TRCO will ensure that continuity has been established and that appropriate transmission measurements have been made before advising Carrier that the new circuit is ready for service.

3.12.2 Citizens will furnish a trouble reporting telephone number for the designated TRCO. See Attachment 1. This number will give Carrier access to the location where its facility records are normally located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures will be established to ensure access by Carrier to a location which is staffed and has the authority to initiate corrective action.

3.12.3 Before Carrier reports a trouble condition, it will use its best efforts to isolate the trouble to Citizens' facilities.

3.12.4 Citizens will give Carrier the same priority extended to other telephone companies.

3.12.5 Citizens and Carrier will cooperate in isolating the trouble.

SECTION 4. CHARGES FOR FACILITIES AND ARRANGEMENTS

4.1 Each Party's charges for facilities and arrangements provided to the other Party pursuant to this Agreement are set forth in the Service Attachments. All monthly facility charges shall be billed in advance, except for those charges due for the initial month or a portion of the initial month during which new items are provided. Where Carrier interconnects with Citizens by purchasing facilities from Citizens and these facilities are used for two-way traffic, the applicable recurring charges (if any) will be reduced by a percentage equal to the percentage of traffic on such facilities that originates on Citizens network and terminates on Carrier's network. The apportionment percentage will be revised every six (6) months based on the previous six (6) months actual usage.

4.2 Each Party agrees to pay the other Party the appropriate charges specified on the Service Attachments within thirty (30) calendar days of the bill date as printed on the face of the bill. If the entire amount billed (excluding any amount disputed by a Party) is not received by the other Party in immediately available funds within thirty (30) calendar days of the bill date (as printed on the face of the bill), a late payment charge will be applied to the unpaid balance. The charge is applied to a total undisputed unpaid amount carried forward and is included in the total amount due on the bill. The rate for the late payment charge will be the same as found in Citizens FCC #1 tariff.

4.3 Each Party will charge and collect from the other Party appropriate federal, state and local taxes. Where a Party notifies the other Party and provides appropriate documentation that such Party qualifies for partial or full exemption, then the billing Party will not collect such taxes from the other Party.

Citizens and Carrier will prepare a Service Attachment for each interconnection location. If either Party identifies a location for which interconnection of service is in existence and for which there is no Service Attachment in existence, such Party will notify the other Party and the Parties will execute the appropriate Service Attachment. In such event, each Party may back bill for usage at actual or mutually agreed to assumed usage for up to twenty-four (24) months.

4.5 Billing by either Party for calls to be terminated on its network will begin when the call is received by the end user in the terminating exchange and will end upon recognition of disconnection by the earlier of Carrier's customer or the disconnection signal from the terminating office.

4.6 Minutes of use, or fractions thereof, are accumulated over the billing period. Fractions of minutes are rounded up monthly to the nearest whole minute for total minutes for each end office for billing purposes.

4.7 When measurement capabilities are not available in a Citizens' end office or access tandem due to equipment failures, Citizens and Carrier agree to develop an alternate method of determining usage in lieu of actual usage. These minutes will be billed in accordance with the terms and conditions of this Agreement.

4.8 The Parties will provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all Trunk Circuits. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored.

4.9 The parties agree that the rates set forth in the Service Attachments to this agreement may be re-negotiated once cost studies are completed, filed, and approved by the appropriate state regulatory authority. The re-negotiated rates will be applicable only to the Service Attachments which are governed by the state regulatory body where the cost studies have been approved.

4.10 NON-LOCAL TELECOMMUNICATION TRAFFIC.

4.10.1 The Parties contemplate that they may exchange non-Local Telecommunications traffic over the interconnection facilities provided for under this Agreement. Charges for the transport and termination of non-local interMTA traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs or other applicable access rates, as appropriate. The Parties will develop an initial factor representative of the share of total traffic exchanged over the interconnection facilities that is exempt from local compensation. The Parties have agreed upon the InterMTA factor specified in Attachment 1, which represents the percent of total minutes to be billed access charges. The InterMTA factor identified in Attachment 1 shall be used until revised by mutual agreement. The Parties agree to review the percentage on a periodic basis and, if warranted by the actual usage, revise the percentage appropriately.

4.10.2 When the Parties jointly provide switched access services to an interexchange carrier ("IXC") the Parties will establish industry standard Meet Point access arrangements to support the exchange of traffic with the IXC. Pursuant to the procedures described in the most current Multiple Exchange Carrier Access Billing ("MECAB") document, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and Carrier Identification Code ("CIC") of the IXCs that may utilize any portion of either Party's network in a MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party shall implement the "Multiple Bill/Single Tariff" option wherein each Party bills the IXC for its portion of the jointly provided switched access services. The Multiple Bill/Single Tariff option will be implemented at a time mutually agreeable to both Parties.

SECTION 5. ALLOWANCE FOR INTERRUPTIONS

5.1 When use of the facilities furnished by either Party to the other Party in accordance with this Agreement is interrupted due to trouble in such facilities and such interruption is not caused by the interrupted

Party, any contractor or supplier of the interrupted Party or its customer, the interrupted Party will, upon request, be allowed a credit as follows:

The amount of credit to Carrier will be an amount equal to the prorata monthly charge for the period during which the facility affected by the interruption is out of service.

5.2 Claims for reimbursement will be made in writing within sixty (60) calendar days of the occurrence. All credit for interruption will begin from the time of actual notice by the interrupted Party to the other Party, in accordance with Section 15 following, that an interruption of use has occurred. No credit will be allowed for an amount of less than five dollars (\$5).

5.3 A credit will not be applicable for any period during which the interrupted Party fails to afford access to the facilities furnished by the other Party for the purpose of investigating and clearing troubles.

SECTION 6. AUDIT

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12 month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 45 days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations.

SECTION 7. TERM AND TERMINATION OF AGREEMENT

7.1 This Agreement will become effective upon the first business day following the date this Agreement has been approved by the applicable regulatory authority or authorities and will continue for a period of one (1) year unless terminated earlier under the conditions set forth in this Section. This Agreement will be automatically renewed for successive periods of one (1) year after the initial term unless either Party provides the other Party with no less than ninety (90) day's prior notification of its intent to terminate or desire to renegotiate at the end of the initial or any successive period. During any such renegotiation, the terms and conditions of this Agreement will remain in effect until resolution. Such notice will be provided in writing to the other Party.

7.2 The date when the facilities and arrangements furnished under this Agreement will be placed into service will be mutually agreed upon by the Parties. Parties agree that orders will be accepted upon execution of the Agreement by both parties. Exchange of traffic on the ordered facilities will not begin until the applicable state regulatory approvals have been made.

7.3 This Agreement will immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide communications services over its System.

7.4 This Agreement may be terminated at any time by either Party upon not less than thirty (30) calendar days notice to the other Party as set forth in Section 15 following, for repeated and willful violation of or refusal to comply with the provisions of this Agreement or repeated failure to pay the other Party undisputed amounts on the dates or at the times specified for the facilities and services furnished pursuant to this Agreement.

7.5 If a dispute arises between the Parties as to the proper charges for the facilities or arrangements furnished, or any other financial arrangements, the failure to pay an amount in dispute will not constitute cause for termination of this Agreement. The presence of such dispute will not be deemed cause for Citizens to refuse to furnish additional facilities or arrangements upon reasonable request of Carrier or otherwise relieve the Parties of their obligation to fully comply with the provisions hereof as to which no dispute exists.

7.6 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time as mutually agreed by the Parties.

SECTION 8. CONFIDENTIALITY AND PUBLICITY

8.1 All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 8.

8.2 As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Citizens Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

8.3 Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

8.4 Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or
is approved for release by written authorization of the disclosing Party; or

is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

8.5 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

8.6 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

8.7 All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

8.8 Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

8.9 The Parties acknowledge that this Agreement contains commercially confidential information that may be considered proprietary by either or both Parties, and agree to limit distribution of this Agreement to those individuals in their respective companies with a need to know the contents of this Agreement. The Parties further agree to seek commercial confidential status for this Agreement with any regulatory commission with which this Agreement must be filed or otherwise provided, to the extent such a designation can be secured.

SECTION 9. LIABILITY AND INDEMNITY

9.1 Neither Party will be liable for any act or omission of the other Party in the furnishing of that Party's service to its customers.

9.2 To the extent not prohibited by law and except as otherwise provided, each Party will indemnify and hold harmless the other Party from any loss, cost, claim, injury or liability brought by a person not a Party or an affiliate under this Agreement which is proximately caused by the negligent acts or omissions or willful misconduct of the indemnifying Party or its employees, agents or contractors in connection with the performance of this Agreement. Such indemnity only extends to the percentage of negligence attributable to the indemnifying Party.

9.3 Citizens will reimburse Carrier for damages to facilities of Carrier provided under this Agreement if caused by the negligence or willful act of Citizens or due to malfunction of any facilities or equipment provided to Citizens by an entity, other than Carrier. Carrier will cooperate with Citizens in prosecuting a claim against the person causing such damage and Citizens will be subrogated to Carriers' right to recover for the damages to the extent of such payment.

9.4 Carrier will reimburse Citizens for damages to facilities of Citizens provided under this Agreement if caused by the negligence or willful act of Carrier or due to malfunction of any facilities or equipment provided to Carrier by an entity, other than Citizens. Citizens will cooperate with Carrier in prosecuting a claim against the person causing such damage and Carrier will be subrogated to Citizens' right to recover for the damages to the extent of such payment.

9.5 Each Party will reimburse the other Party for any loss through theft of facilities provided under this Agreement on such Party's premises, unless such loss is due to the other Party's sole negligence.

9.6 The Parties will cooperate with each other in the defense of any suit, claim or demand by third persons against either or both of them arising out of the connection arrangements and interchange of traffic including, without limitation, Workers Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications.

9.7 Neither Party will be required to reimburse the other for any claim or loss pursuant to this Section 9 arising out of a single incident, where the amount in controversy is less than one hundred dollars (\$100).

SECTION 10. PATENTS

10.1 Citizens and Carrier will each defend, indemnify, hold harmless the other Party and/or acquire any license or right for the benefit of the other Party, arising from any claim, demand or proceeding (hereinafter "Claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Citizens or Carrier under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party. Each Party's indemnification obligation will be to the extent of infringement by the indemnifying Party.

10.2 Nothing in this Agreement will be construed as the grant of a license by, or the creation of an estoppel against, Citizens, either express or implied, with respect to any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right now or hereafter owned, controlled or licensable by Citizens, except to the extent necessary for Carrier to use any facilities or equipment (including software) or to receive any service provided by Citizens under this Agreement.

10.3 Nothing in this Agreement will be construed as the grant of a license by, or the creation of an estoppel against, Carrier, either express or implied, with respect to any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right now or hereafter owned, controlled or licensable by Carrier, except to the extent necessary for Citizens to use any facilities or equipment (including software) or to receive any service provided by Carrier under this Agreement.

SECTION 11. DISCLAIMER OF WARRANTIES

11.1 EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

11.2 CITIZENS WILL PROVIDE INTERCONNECTION TO CARRIER IN A QUALITY AND DILIGENT MANNER CONSISTENT WITH SERVICE CITIZENS PROVIDES TO ITS AFFILIATES, CUSTOMERS AND

OTHER INTERCONNECTORS, IN ACCORDANCE WITH APPLICABLE TECHNICAL STANDARDS FOR INTERCONNECTION SERVICES ESTABLISHED IN THE TELECOMMUNICATIONS INDUSTRY. CITIZENS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO TRANSMISSION, EQUIPMENT OR SERVICE PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

11.3 It is the express intent of the Parties that each Party be solely responsible for all claims of its end-users, including, without limitation, any credits or adjustments that may be issued or required to be issued to its end-users, except to the extent such claims are found to be caused by the other Party's gross negligence or willful misconduct.

11.4 Except for allowance of interruptions as set forth in Section 5, in no event will either Party be liable to the other Party for incidental, special, or consequential damages, loss of goodwill, anticipated profit, or other claims for indirect or special damages in any manner related to this Agreement or the services even if such Party was advised of the possibility of such damages, and whether or not such damages were foreseeable or not at the time this Agreement was executed.

SECTION 12. AMENDMENTS; WAIVERS

12.1 This Agreement may be amended by written agreement signed by authorized representatives of both Parties.

12.2 No waiver of any provisions of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by or on behalf of the Party against whom such waiver or consent is claimed.

12.3 No course of dealing or failure of either Party to strictly enforce any term or condition of this Agreement in any one or more instances will be construed as a waiver or relinquishment of any such terms, covenants and conditions, but the same will be and will remain in full force and effect.

SECTION 13. NOTICES AND DEMANDS

13.1 All notices, demands or requests which may be given by any Party to the other Party under this Agreement (other than Trouble reports and Notice of Interruption pursuant to Sections 3 and 5) are to be in writing and will be deemed to have been duly delivered on the date delivered in person or sent via telex, telefax or cable, or three (3) business days after the date deposited, postage prepaid, in the United States Mail via certified mail return receipt requested, or the day after delivery to an overnight courier and addressed as follows:

If to Carrier:

Sprint PCS
Attention: Legal Regulatory Dept.
Mailstop: KSOPHI0414
6160 Sprint Parkway, Bldg. 9
Overland Park, KS 66251

With a copy to:

Sprint PCS
Manager: Carrier Interconnection Management
Mailstop: KSOPAM0101
11880 College Blvd.
Overland Park, KS 66210

And to Citizens, addressed as follows:

Citizens Communications
Attn: Interconnection Manager, East
Interconnection Services Dept.
5600 Headquarters Drive
Plano, TX 75024
Tel: (469) 365-3772
Fax: (469) 365-4815

With a copy to:

Citizens Communications
Attn: Associate General Counsel
6905 Rockledge Dr., Suite 600
Bethesda, MD 20817
Tel: (301) 897-5584
Fax: (301) 493-6234

Any invoices should be sent to:

Citizens Communications
Attention: Supervisor, Access Validation
5600 Headquarters Drive
Plano, TX 75024
Tel: (469) 365-3921
Fax: (469) 365-4247

13.3 The address to which such notices, demands, requests, elections or other communications may be given by either Party may be changed by written notice given by such Party to other Party pursuant to this Section.

SECTION 14. ASSIGNMENT

Any assignment by either Party of any right, obligation or duty, in whole or in part, or of any other interest, without the written consent of the other Party will be void, except either Party may assign all or part of its rights and obligations to any legal entity which is a subsidiary or affiliate of that Party without consent, but with written notification. Such written consent will not be unreasonably withheld or delayed. All obligations and duties of

any Party under this Agreement will be binding on all successors in interest and assigns of such Party and will not waive any right or remedy available under law or regulation.

SECTION 15. ESCALATION DISPUTE RESOLUTION AND MEDIATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

15.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

15.2 At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Prior to arbitration described below, the representatives will utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations will be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

15.3 In the event the Parties are unable to resolve the dispute through conference, the Parties agree to employ the dispute resolution procedures established by the Commission.

15.4 Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator.

15.5 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the parties shall continue to perform their obligations (including making payments in accordance with Section 6) in accordance with this Agreement.

SECTION 16. ENTIRE AGREEMENT

This Agreement, including the Attachments hereto, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

SECTION 17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Act and the Commission's and FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state in which service is being provided, without regard to its conflict of laws principles, shall govern.

SECTION 18. EXECUTED IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which is to be an original, but such counterparts will together constitute but one and the same document.

SECTION 19. HEADINGS

The headings and numbering of Sections and paragraphs in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

SECTION 20. FORCE MAJEURE

Neither Party will be held liable for any delay or failure in performance of any part of this Agreement from any cause reasonably beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations or orders, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, labor difficulties or strikes, power blackouts, unusually severe weather conditions, inability to secure products or services or other persons or transportation facilities, or acts or omissions of transportation common carriers (collectively referred to as "Force Majeure" conditions).

SECTION 21. REGULATORY APPROVALS

21.1 Although this Agreement may be executed by both Parties, to the extent that any state statute, order, rule or regulation or any state regulatory agency having competent jurisdiction over one or both Parties to this Agreement will require that this Agreement be approved by such regulatory agency before this Agreement may be effective, this Agreement will not be effective in such state notwithstanding the Parties' signature until the first business day after such approval has been obtained.

21.2 Each Party agrees to cooperate with each other and with any regulatory agency so that any approval necessary to provide the Service(s) under this Agreement is obtained. During the term of this Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved.

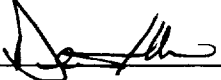
SECTION 22. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

SECTION 23. SIGNATURES

The Parties thereto have caused this Interconnection and Traffic Interchange Agreement for Commercial Mobile Radio Service to be executed in their behalf on the dates set forth below:

For Carrier:

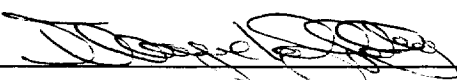
By: 

Typed: Dennis Huber

Title: Sr. Vice President-Operations

Date: 5/13/01

For Citizens

By: 

Typed: F. Wayne Lafferty

Title: VP, Regulatory & Government Affairs

Date: 5/21/01

ATTACHMENT 1

CONTACT LIST

STATE	ESCALATION LIST
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STATE	1-800-782-3955 Network Operation Center (NOC)
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SERVICE ATTACHMENT - TYPE 2A

Section 1 – Description

Citizens' interconnection location: Cookeville, TN
CKVLTNXA71T

Carrier Name: Sprint Spectrum L.P.
Point of Interconnection (POI): Cookeville, TN
Virtual at tandem (CLLI assigned when connection made)

NPA 931 NXX 284

Carrier OCN: Sprint Spectrum L.P. OCN 6664; Tennessee state specific OCN 8459

Legal Entities: Sprint Spectrum L.P. a Delaware limited partnership, as agent and General Partner for WirelessCO, L.P., a Delaware limited partnership, d/b/a Sprint PCS

Effective Date: First business day after state approval.

Section 2 - Usage Sensitive Charges

2.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of local telecommunications traffic, as defined in Section 51.701 of the FCC's Rules, interchanged between them.

2.2	Mobile-to-Land (Terminating) per minute*	\$ <u>.012</u>
	Land-to-Mobile (Customer charges Citizens) per minute	\$ <u>.012</u>
	Non-MTA**	Access rates apply

*limited in application to calls originating on Carrier's system within its Service Area and terminating at a point in a Citizens' exchange area within the MTA

**applicable to mobile-to-land (terminating) calls terminating at a point in a Citizens' exchange area but which did not originate on Carrier's system within the Service Area

2.3	InterMTA Factor	<u>5%</u>
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Section 3 - Network Facilities

If Citizens is requested to provide facilities between the Point of Interconnection in Cookeville and any Carrier facilities or locations within Carrier's Service Area, such facilities will be provided pursuant to the special access services provisions of Citizens' FCC No. 1 tariff, Section 7. When these facilities are used for two-way traffic the applicable tariffed recurring charge (if any) will be reduced by a percentage equal to the percentage of traffic, for calls originating on Citizens' network (Citizens' Originated Traffic Factor). Changes to this traffic factor will be in accordance with Section 4.1 of this Agreement.

Carrier Originated Traffic Factor	<u>80%</u>
Citizens Originated Traffic Factor	<u>20%</u>

Section 4 – Scope

The Parties agree that this Agreement is interim in nature and negotiations of issues currently under review within the court system will be renegotiated by the Parties after such issues are resolved.